- (a) Contract Number W56HZV-04-C-0744 is awarded to HONEYWELL INTERNATIONAL, INC. The Government accepts your proposal dated 27 AUGUST 2004 in response to Solicitation Number: W56HZV-04-R-0946, signed by SHARON M. SOTO, PROGRAM MANAGER, of your corporation.
  - (b) The contractor, in it's proposal, provided the following data for the listed clauses in this contract:

Section E, 52.246-4025, HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM REQUIREMENT: ISO 9001

Section E, 52.246-4028, INSPECTION POINT: HONEYWELL RECUPERATOR OPERATIONS
7 FRANKFORD AVE., BLDG #134
ANNISTON, AL 36201-5021

Shipping Characteristics: SPECIALIZED REUSABLE SHIPPING CONTAINERS

Others: FOB POINT: HONEYWELL RECUPERATOR OPERATIONS
7 FRANKFORD AVE., BLDG #134
ANNISTON, AL 36201-5021

- (c) Any attachments not included with this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail. A hard copy of the award will be sent to those ACOs not EDW (Electronic Document Workflow) capable. Technical data packages will be mailed by TACOM-Warren to the ACO on CD-ROM. Within one week of this award, any office not able to obtain these attachments from TACOM's website (http://contracting.tacom.army.mil/) and still requiring a copy, can request it by sending an e-mail message to the buyer listed on the front page of this contract.
  - (d) Clarification to the clause "Material Requirements", FAR 52.211.5 is incorporated at I.A.
  - (e) CLINS 0001AA, 0003AA, 0005AA, and 0007AA have been funded at 30% of the proposed "Not To Exceed" price.
- (f) Prior to the execution of any Option quantities for this contract, the Government and the contractor shall review current market prices for Inconel, the majority of which is composed of Nickel, and shall determine an equitable price for said material utilized in the manufacture of the Plate Pairs, Forward Bellows and Aft Bellows. The unit prices shall not exceed those prices specified as "Not to Exceed" prices in the Letter Contract dated 28 SEPTEMBER 2004 for the Option CLINs. The Option CLIN NTE Unit prices are:

CLIN 0002AA Forward Bellows Ass'y \$ 3,502.00 ea CLIN 0004AA Rear Bellows Ass'y \$ 2,100.00 ea CLIN 0008AA Plate Pair Ass'y \$ 87.16 ea

Resulting changes may be subject to re-review by DCAA.

(g) The following Amendment(s) to the solicitation are incorporated into this contract: NONE

#### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0744

MOD/AMD

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Name of Offeror or Contractor: Honeywell international inc

over guidance found on the TACOM contracting web page.

SECTION A - SUPPLEMENTAL INFORMATION

|     | Regulatory Cite | Title                               | Date     |
|-----|-----------------|-------------------------------------|----------|
| A-1 | 52.204-4016     | TACOM-WARREN ELECTRONIC CONTRACTING | JUL/2003 |

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <a href="http://contracting.tacom.army.mil/userguide.htm">http://contracting.tacom.army.mil/userguide.htm</a> and <a href="http://contracting.tacom.army.mil/ebidnotice.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a> for more information. Any requirements included in the solicitation take precedence
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a>
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <a href="http://www.ecrc.ctc.com">http://www.ecrc.ctc.com</a>

[End of Clause]

A-2 52.204-4232 PUBLIC ACTIVITY INVOLVEMENT DEC/2002 (TACOM)

Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

[End of Notice]

A-3 52.214-4003 ALL OR NONE MAR/1998 (TACOM)

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

| CONTINUATION SHEET |  | Reference No. of Document Bei | ing Continued                          | <b>Page</b> 3 <b>of</b> 37 |          |  |  |
|--------------------|--|-------------------------------|--|----------------------------|----------|--|--|
|                    |  | псет                          | PHN/SHN W56HZV-04-C-0744               | MOD/AMD                    |          |  |  |
| Name of O          | Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC |                               |  |                            |          |  |  |
| A-4                | 52.215-4854  | PAPERLESS                     | ELECTRONIC RESPONSES REQUIRED IN RESPO | NSE TO THIS                | JUL/2002 |  |  |

(TACOM)

SOLICITATION/REQUEST

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

# Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-04-C-0744}$ MOD/AMD

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| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE       | AMOUNT       |
|---------|---|----------|------|------------------|--------------|
| 0001    | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 3010-01-383-2051 FSCM: 19207 PART NR: 12324885 SECURITY CLASS: Unclassified   |          |      |                  |              |
|         | NTE Price for 972 each prior to definitization = \$3,159,000.00  (End of narrative A001)  |          |      |                  |              |
| 0001AA  | PRODUCTION QUANTITY   | 972      | EA   | \$_UNDEFINITIZED | \$947,700.00 |
|         | CLIN CONTRACT TYPE:     Firm-Fixed-Price NOUN: FORWARD BELLOWS ASSY - RECUP PRON: EH4Y1462EH PRON AMD: 03 ACRN: AA AMS CD: 060011  Only the following source and part number is approved for this procurement:  HONEYWELL INTERNATIONAL, Inc. (1BFP7) their p/n: 3-500-520-43  (End of narrative B001)  Description/Specs./Work Statement TOP DRAWING NR: 12324885 DATE: 29-JUN-2004  Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS:     BEST COMMERCIAL - SEE CLAUSE IN SECTION D UNIT PACK: 006 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial |          |      |                  |              |
|         | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin   |          |      |                  |              |
|         | Deliveries or Performance           DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           001         W56HZV4140S857         W31G1Z         J         1           DEL REL CD         QUANTITY         DEL DATE         001         102         28-JAN-2005   |          |      |                  |              |
|         | 002 102 28-FEB-2005   |          |      |                  |              |

Reference No. of Document Being Continued PIIN/SIIN  $^{W56HZV-04-C-0744}$  MOD/AMD

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| ITEM NO |   | SUPPLIES/SERV  | VICES                         | QUANTITY | UNIT | UNIT PRICE       | AMOUNT         |
|---------|---|--|-------------------------------|----------|------|------------------|----------------|
|         | 003   | 102  | 28-MAR-2005                   |          |      |                  |                |
|         | 004   | 102  | 28-APR-2005                   |          |      |                  |                |
|         | 005   | 102  |                               |          |      |                  |                |
|         |   |  | 28-MAY-2005                   |          |      |                  |                |
|         | 006   | 102  | 28-JUN-2005                   |          |      |                  |                |
|         | 007   | 102  | 28-JUL-2005                   |          |      |                  |                |
|         | 008   | 102  | 29-AUG-2005                   |          |      |                  |                |
|         | 009   | 102  | 28-SEP-2005                   |          |      |                  |                |
|         | 010   | 54   | 28-OCT-2005                   |          |      |                  |                |
|         | FOB POINT: Or                                 | cigin  |                               |          |      |                  |                |
|         | TF 7  |  |                               |          |      |                  |                |
| 0002    | FSCM: 19207<br>PART NR: 1232<br>SECURITY CLAS | 24885<br>SS: Unclassified                                  |                               |          |      |                  |                |
| 0002AA  | OPTION QUANTI                                 | <u>LTY</u>   |                               | 972      | EA   | \$ NOT TO EXCEED | \$3,450,600.00 |
|         | NOUN: FORWARI                                 | D BELLOWS ASS'Y-   | RECUP                         |          |      |                  |                |
|         | IS APPROVED                                   | THE SOURCE AND F   |                               |          |      |                  |                |
|         | their p/n:                                    | 3-500-520-43   |                               |          |      |                  |                |
|         |   | (End of narra  | ative B001)                   |          |      |                  |                |
|         | ENTITLED OPT                                  | CITY, PURSUANT TO<br>CION FOR INCREASE<br>PRICED LINE ITEM | ~                             |          |      |                  |                |
|         | NOT Form a p<br>quantity. P<br>be added to    | eart of the basic<br>Part or all of it                     | may, however, exercise of the |          |      |                  |                |
|         |   |  |                               |          |      |                  |                |

# Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-04-C-0744}$ MOD/AMD

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| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE              | AMOUNT     |
|---------|---|----------|------|-------------------------|------------|
|         | (End of narrative B002)   |          |      |                         |            |
|         | Description/Specs./Work Statement TOP DRAWING NR: 12324885 DATE: 29-JUN-2004  |          |      |                         |            |
|         | Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL SEE CLAUSE IN SECTION D UNIT PACK: 006 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial |          |      |                         |            |
|         | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin   |          |      |                         |            |
|         | Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001  DEL REL CD QUANTITY DEL DATE  001 972 UNDEFINITIZED                              |          |      |                         |            |
|         | FOB POINT: Origin   |          |      |                         |            |
|         | SHIP TO: FREIGHT ADDRESS  (W31G1Z) XR W0L7 ANNISTON MUNITIONS CENTER  TRANS OFFICER 256 235 6837 CL V  7 FRANKFORD AVE BLDG 380  ANNISTON AL 36201-4199                 |          |      |                         |            |
| 003     | NSN: 3010-01-382-0149 FSCM: 19207 PART NR: 12324882 SECURITY CLASS: Unclassified  |          |      |                         |            |
|         | NTE Price for 940 each prior to definitization = \$1,880,000.00   |          |      |                         |            |
|         | (End of narrative A001)   |          |      |                         |            |
| 003AA   | PRODUCTION QUANTITY   | 940      | EA   | \$ <u>UNDEFINITIZED</u> | \$ 564,000 |
|         | NOUN: REAR BELLOWS ASSY, RECUPERATO PRON: EH4Y1472EH PRON AMD: 02 ACRN: AA AMS CD: 060011   |          |      |                         |            |

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC

| ITEM NO | S  | UPPLIES/SERV  | ICES                   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|---|------------------------|----------|------|------------|--------|
|         |  | ollowing source<br>this procurement   | and part number is     |          |      |            |        |
|         | HONEYWELL INT                                      | TERNATIONAL, Inc  | (1BFP7)                |          |      |            |        |
|         |  | (End of narra   | tive B001)             |          |      |            |        |
|         | Description/Sp<br>TOP DRAWING NI<br>DATE: 01-JUN-2 |   | <u>ment</u>            |          |      |            |        |
|         | BEST COMMUNIT PACK: 010                            | KING/SPECIFICATI<br>MERCIAL - SEE PA<br>O<br>ATION: Commercia                   | CK'NG CLAUSE IN SECT D |          |      |            |        |
|         | Inspection and INSPECTION: 0:                      | d Acceptance<br>rigin ACCEPT  | ANCE: Origin           |          |      |            |        |
|         | 001 W56HZV4:<br>DEL REL CD                         | SUPPL STRIP ADDR 145S856 W31G1Z QUANTITY  |                        |          |      |            |        |
|         | 001  | 100   | 28-JAN-2005            |          |      |            |        |
|         | 002  | 100   | 28-FEB-2005            |          |      |            |        |
|         | 003  | 100   | 28-MAR-2005            |          |      |            |        |
|         | 004  | 100   | 28-APR-2005            |          |      |            |        |
|         | 005  | 100   | 30-MAY-2005            |          |      |            |        |
|         | 006  | 100   | 28-JUN-2005            |          |      |            |        |
|         | 007  | 100   | 28-JUL-2005            |          |      |            |        |
|         | 008  | 100   | 29-AUG-2005            |          |      |            |        |
|         | 009  | 100   | 28-SEP-2005            |          |      |            |        |
|         | 010  | 40  | 28-OCT-2005            |          |      |            |        |
|         | FOB POINT: Origin                                  |   |                        |          |      |            |        |
|         | TRA<br>7 1   | GHT ADDRESS<br>W0L7 ANNISTON M<br>ANS OFFICER 256<br>FRANKFORD AVE BL<br>NISTON | 235 6837 CL V          |          |      |            |        |
|         |  |   |                        |          |      |            |        |

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| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE       | AMOUNT         |
|---------|---|----------|------|------------------|----------------|
| 0004    | FSCM: 19207 PART NR: 12324882 SECURITY CLASS: Unclassified  |          |      |                  |                |
| 0004AA  | OPTION QUANTITY  NOUN: REAR BELLOWS ASS'Y, RECUPER  | 940      | EA   | \$ NOT TO EXCEED | \$2,072,700.00 |
|         | NOTE: ONLY THE SOURCE AND PART NUMBER LISTED BELOW IS APPROVED FOR THIS PROCUREMENT:  HONEYWELL INTERNATIONAL, Inc.(1BFP7), their p/n: 3-510-130-06   |          |      |                  |                |
|         | (End of narrative B001)   |          |      |                  |                |
|         | OPTION QUANTITY, PURSUANT TO SECTION H CLAUSE<br>ENTITLED OPTION FOR INCREASED QUANTITY<br>SEPARATELY PRICED LINE ITEM  |          |      |                  |                |
|         | The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government. |          |      |                  |                |
|         | (End of narrative B002)   |          |      |                  |                |
|         | Description/Specs./Work Statement TOP DRAWING NR: 12324882 DATE: 01-JUN-2004  |          |      |                  |                |
|         | Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: BEST COMM'L, SEE CLAUSE IN SECTION D UNIT PACK: 010 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  |          |      |                  |                |
|         | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin   |          |      |                  |                |
|         | Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001  DEL REL CD QUANTITY DEL DATE   |          |      |                  |                |
|         |   |          |      |                  |                |

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE       | AMOUNT       |
|---------|---|----------|------|------------------|--------------|
|         | FOB POINT: Origin  SHIP TO: FREIGHT ADDRESS (W31G1Z) XR W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199  |          |      |                  |              |
| 0005    | NSN: 5340-01-381-9955 FSCM: 99193 PART NR: 3-500-369-01 SECURITY CLASS: Unclassified  NTE Price for 945 each prior to definitization = \$351,540.00  (End of narrative A001)  |          |      |                  |              |
| 0005AA  | PRODUCTION QUANTITY   | 945      | EA   | \$_UNDEFINITIZED | \$ 105,462.0 |
|         | NOUN: MICA PLATE, MOUNTING PRON: EH4Y1473EH PRON AMD: 02 ACRN: AA AMS CD: 060011  Only the following source and part number is approved for this procurement:  HONEYWELL INTERNATIONAL, Inc (1BFP7) their p/n: 3-500-369-01 |          |      |                  |              |
|         | (End of narrative B001)  Description/Specs./Work Statement  TOP DRAWING NR: 3-500-369-01  |          |      |                  |              |
|         | DATE: 10-JUN-2004  Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL - SEE PACK'NG CLAUSE IN SECT D UNIT PACK: 045 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial                           |          |      |                  |              |
|         | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin   |          |      |                  |              |

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC

| ITEM NO | S  | SUPPLIES/SERV   | ICES                           | QUANT            | ITY UNIT | UNIT PRICE       | AMOUNT       |
|---------|--|---|--------------------------------|------------------|----------|------------------|--------------|
|         | 1  | SUPPL   | SIG CD MARK FOR T              | ) <u>CD</u><br>1 |          |                  |              |
|         | DEL REL CD<br>001                              | QUANTITY  | <u>DEL DATE</u><br>28-JAN-2005 |                  |          |                  |              |
|         | 002  | 90  | 28-FEB-2005                    |                  |          |                  |              |
|         | 003  | 135   | 28-MAR-2005                    |                  |          |                  |              |
|         | 004  | 90  | 28-APR-2005                    |                  |          |                  |              |
|         | 005  | 135   | 30-MAY-2005                    |                  |          |                  |              |
|         | 006  | 90  | 28-JUN-2005                    |                  |          |                  |              |
|         | 007  | 135   | 28-JUL-2005                    |                  |          |                  |              |
|         | 008  | 135   | 29-AUG-2005                    |                  |          |                  |              |
|         | FOB POINT: Or                                  | igin  |                                |                  |          |                  |              |
|         | TR. 7  |   |                                |                  |          |                  |              |
| 0006    | FSCM: 1BFP7 PART NR: 3-50 SECURITY CLAS        | 0-369-01<br>S: Unclassified                             |                                |                  |          |                  |              |
| 0006AA  | OPTION QUANTI                                  | TY  |                                | 945              | EA       | \$ NOT TO EXCEED | \$372,330.00 |
|         | NOUN: MICA PL                                  | ATE, MOUNTING   |                                |                  |          |                  |              |
|         |  | THE SOURCE AND PA                                       | ART NUMBER LISTED BE           | LOW              |          |                  |              |
|         | HONEYWELL INT                                  | TERNATIONAL, Inc  | .(1BFP7),                      |                  |          |                  |              |
|         |  | (End of narra   | ative B001)                    |                  |          |                  |              |
|         | ENTITLED OPT                                   | ITY, PURSUANT TO<br>ION FOR INCREASE<br>RICED LINE ITEM | SECTION H CLAUSE D QUANTITY    |                  |          |                  |              |
|         | NOT Form a pa<br>quantity. Pa<br>be added to t | art of the basic<br>art or all of it                    | may, however, exercise of the  |                  |          |                  |              |

# Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-04-C-0744}$ MOD/AMD

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| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE              | AMOUNT        |
|---------|---|----------|------|-------------------------|---------------|
|         | Government.   |          |      |                         |               |
|         |   |          |      |                         |               |
|         | (End of narrative B002)   |          |      |                         |               |
|         | (Mid of harracive Booz)   |          |      |                         |               |
|         |   |          |      |                         |               |
|         | Description/Specs./Work Statement   |          |      |                         |               |
|         | TOP DRAWING NR: 3-500-369-01 DATE: 10-JUN-2004                                    |          |      |                         |               |
|         |   |          |      |                         |               |
|         | Packaging and Marking   |          |      |                         |               |
|         | PACKAGING/PACKING/SPECIFICATIONS:  BEST COMM'L, SEE PACKAGING CLAUSE IN SECTION D |          |      |                         |               |
|         | UNIT PACK: 045  |          |      |                         |               |
|         | LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial                          |          |      |                         |               |
|         |   |          |      |                         |               |
|         | Inspection and Acceptance   |          |      |                         |               |
|         | INSPECTION: Origin ACCEPTANCE: Origin   |          |      |                         |               |
|         |   |          |      |                         |               |
|         | Deliveries or Performance DOC SUPPL   |          |      |                         |               |
|         | REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  |          |      |                         |               |
|         | 001 DEL REL CD QUANTITY DEL DATE  |          |      |                         |               |
|         | 001 945 UNDEFINITIZED   |          |      |                         |               |
|         | FOB POINT: Origin   |          |      |                         |               |
|         | SHIP TO: FREIGHT ADDRESS  |          |      |                         |               |
|         | (W31G1Z) XR W0L7 ANNISTON MUNITIONS CENTER  |          |      |                         |               |
|         | TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380                          |          |      |                         |               |
|         | ANNISTON AL 36201-4199  |          |      |                         |               |
|         |   |          |      |                         |               |
|         |   |          |      |                         |               |
| 2007    | NOV. 0025 01 074 2470   |          |      |                         |               |
| 0007    | NSN: 2835-01-074-3478<br>FSCM: 19207  |          |      |                         |               |
|         | PART NR: 12286746 SECURITY CLASS: Unclassified                                    |          |      |                         |               |
|         | SECURITY CLASS: Unclassified  |          |      |                         |               |
|         | NTE Price for 269450 each prior to  |          |      |                         |               |
|         | definitization = \$21,825,450.00  |          |      |                         |               |
|         | (End of narrative A001)   |          |      |                         |               |
|         |   |          |      |                         |               |
|         |   |          |      |                         |               |
| 0007AA  | PRODUCTION QUANTITY   | 269450   | EA   | \$ <u>UNDEFINITIZED</u> | \$ 6,547,635. |
|         | NOUN: PLATE PAIR ASSY, A-B, REGEN   |          |      |                         |               |
|         |   |          |      |                         |               |

# Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-04-C-0744}$ MOD/AMD

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC

| TEM NO |   | SUPPLIES/SERVIO   | CES                          | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--------|---|---|------------------------------|----------|------|------------|--------|
|        | PRON: EH4Y147<br>AMS CD: 06001            |   | )2 ACRN: AA                  |          |      |            |        |
|        |   | lowing source and this procurement:                                 |                              |          |      |            |        |
|        | HONEYWELL IN their p/n: 3                 | TERNATIONAL, Inc.   | (1BFP7)                      |          |      |            |        |
|        |   | (End of narrati   | ive B001)                    |          |      |            |        |
|        | Description/S TOP DRAWING N DATE: 01-JUN- |   | <u>ent</u>                   |          |      |            |        |
|        | BEST COM                                  | KING/SPECIFICATION<br>MERCIAL - SEE PACE<br>0<br>VATION: Commercial | NS:<br>('NG CLAUSE IN SECT D |          |      |            |        |
|        | Inspection an                             | <u>d Acceptance</u><br>rigin ACCEPTAN                               | ICE: Origin                  |          |      |            |        |
|        |   | SUPPL STRIP ADDR S1 146S853 W31G1Z QUANTITY                         |                              | D        |      |            |        |
|        | 002                                       | 26,950  | 28-FEB-2005                  |          |      |            |        |
|        | 003                                       | 26,950  | 28-MAR-2005                  |          |      |            |        |
|        | 004                                       | 26,950  | 28-APR-2005                  |          |      |            |        |
|        | 005                                       | 26,950  | 30-MAY-2005                  |          |      |            |        |
|        | 006                                       | 26,950  | 28-JUN-2005                  |          |      |            |        |
|        | 007                                       |   | 28-JUL-2005                  |          |      |            |        |
|        | 008                                       |   | 29-AUG-2005                  |          |      |            |        |
|        | 009                                       | 26,950<br>26,900  | 28-SEP-2005<br>28-OCT-2005   |          |      |            |        |
|        | FOB POINT: Or                             | rigin   |                              |          |      |            |        |
|        | SHIP TO: FREI<br>(W31G1Z) XR<br>TR<br>7   |   | 35 6837 CL V                 |          |      |            |        |

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| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE       | AMOUNT           |
|---------|---|----------|------|------------------|------------------|
|         |   |          |      |                  |                  |
| 0008    | FSCM: 19207 PART NR: 12286746 SECURITY CLASS: Unclassified  |          |      |                  |                  |
| AA8000  | OPTION QUANTITY   | 269450   | EA   | \$ NOT TO EXCEED | \$ 23,576,875.00 |
|         | NOUN: PLATE ASS'Y, A-B, RECUPERATOR   |          |      |                  |                  |
|         | NOTE: ONLY THE SOURCE AND PART NUMBER LISTED BELOW IS APPROVED FOR THIS PROCUREMENT:  |          |      |                  |                  |
|         | HONEYWELL INTERNATIONAL, Inc.(1BFP7), their p/n: 3-500-070-21   |          |      |                  |                  |
|         | (End of narrative B001)   |          |      |                  |                  |
|         | OPTION QUANTITY, PURSUANT TO SECTION H CLAUSE<br>ENTITLED OPTION FOR INCREASED QUANTITY<br>SEPARATELY PRICED LINE ITEM  |          |      |                  |                  |
|         | The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government. |          |      |                  |                  |
|         | (End of narrative B002)   |          |      |                  |                  |
|         | Description/Specs./Work Statement TOP DRAWING NR: 12286746 DATE: 01-JUN-2004  |          |      |                  |                  |
|         | Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: BEST COMM'L, SEE PACKAGING CLAUSE IN SECTION D UNIT PACK: 050 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  |          |      |                  |                  |
|         | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin   |          |      |                  |                  |
|         | Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001   |          |      |                  |                  |

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC

| TEM NO |            | SUPPLIES/SERVIO                  | CES            | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--------|------------|----------------------------------|----------------|----------|------|------------|--------|
|        | DEL REL CD |                                  | _DEL_DATE      |          |      |            |        |
|        | 001        | 269,450                          | UNDEFINITIZED  |          |      |            |        |
|        |            |                                  |                |          |      |            |        |
|        | FOB POINT: | Origin                           |                |          |      |            |        |
|        | CUID TO F  | REIGHT ADDRESS                   |                |          |      |            |        |
|        |            | XR W0L7 ANNISTON MU              | NITIONS CENTER |          |      |            |        |
|        |            | TRANS OFFICER 256 2              |                |          |      |            |        |
|        |            | 7 FRANKFORD AVE BLDO<br>ANNISTON |                |          |      |            |        |
|        |            | AMMIDION                         | AL 30201 4177  |          |      |            |        |
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|        |            |                                  |                |          |      |            |        |

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Name of Offeror or Contractor: Honeywell international inc

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite \_\_\_\_\_ Title \_\_\_\_ Date

C-1 52.211-401! (TACOM)

52.211-4015 CONFIGURATION CONTROL - ENGINEERING CHANGES

APR/2004

- (a) DEFINITIONS:
- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
- (2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request once you realize that you desire to deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
  - (3) Value Engineering Change Proposal (VECP). A proposal that --
    - (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
  - (A) In deliverable end item quantities only;
  - (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
  - (C) To the contract type only.
  - (4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.
- (c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDDs) which can be found at the following website: http://contracting.tacom.army.mil/engr/engrchange.htm. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.
  - (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is JE.
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
- (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
  - (ii) Files in Adobe PDF (Portable Document Format).
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
- (iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, majewskv@tacom.army.mil copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.
  - (d) Submittal Procedures for ECPs/VECPs/RFDs.

| CONTINUATION SHEET | Reference No. of Document Bei | ng Continued | Page 16 of 37 |
|--------------------|-------------------------------|--------------|---------------|
| CONTINUATION SHEET | PIIN/SIIN W56HZV-04-C-0744    | MOD/AMD      |               |

Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC

- (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
- (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

Email a copy of the contractor's request and ACO comments (DD Form 1998) to <a href="mailto:AMSRD-TAR-E@tacom.army.mil">AMSRD-TAR-E@tacom.army.mil</a> and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155. Indicate end item application (if known) in subject line, along with the NSN and contract number.

- (f) Approval of ECPs, VECPs and RFDs.
- (1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.
- (2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.
  - (3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.
- (g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.
- (h) Reminder Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.
  - (i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.
  - (j) Questions.
- (1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (OAR).
- (2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

C-2 52.211-4053 REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING MAR/2000 (TACOM) SUBSTANCES (CIODS)

- (a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.
- (b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A.
- (c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: http://contracting.tacom.army.mil/ciods.html

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|--------------------|---|---------------|
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| 27 0.000           |   |               |

Name of Offeror or Contractor: Honeywell international inc

[End of Clause]

C-3 52.211-4008 DRAWING LIMITATIONS NOV/2002 (TACOM)

- (a) The drawings supplied with this contract are <u>not</u> shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:
  - (1) depict the completed (item(s), and
  - (2) serve as the basis for inspection of the completed item(s).
- (b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.
- (c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.
- (d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.
- (e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

C-4 52.211-4010 ACQUISITION OF SOURCE-CONTROLLED PART NUMBER ALT I FEB/1998 (TACOM)

Acquisition under this contract is restricted to:

- (1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and
- (2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2). have executed the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM in Section K herein.

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Name of Offeror or Contractor: Honeywell international inc

SECTION D - PACKAGING AND MARKING

- D.A PRESERVATION, PACKAGING, AND PACKING REQUIREMENTS
- 1. The required packaging for CLINs 0001AA, 0002AA, 0003AA, 0004AA, 0005AA, 0006AA, 0007AA, 0008AA shall use Best Commercial Practices for Preservation and Packaging and shall be packed as follows:
- a) 0001AA & 0002AA Forward Bellows Assembly will be packaged in reusable boxes, 6 each to a box. Each box will be bar coded with the NSN and Quantity. Additionally each box will be labeled with the Condition Code (A), Contract Number, Delivery Order Number and Lot Number.
- b) 0003AA & 0004AA Aft Bellows Assembly will be packaged in reusable boxes, 10 each to a box. Each box will be bar coded with the NSN and Quantity. Additionally each box will be labeled with the Condition Code (A), Contract Number, Delivery Order Number and Lot
- c) 0005AA & 0006AA Mica Plates will be packaged in reusable boxes, 45 each to a box. Each box will be bar coded with the NSN and Quantity. Additionally each box will be labeled with the Condition Code (A), Contract Number, Delivery Order Number and Lot Number.
- d) 0007AA & 0008AA Plate Pairs will be packaged in reusable boxes, 50 each to a box. Each box will be bar coded with the NSN and Quantity. Additionally each box will be labeled with the Condition Code (A), Contract Number, Delivery Order Number and Lot Number.
- 2. All components (CLINs) will be shipped to the Depot (W31G1Z) as specified in Rel Cd 0001 of each CLIN.

\*\*\* END OF NARRATIVE D 001 \*\*\*

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Name of Offeror or Contractor: Honeywell international inc

SECTION E - INSPECTION AND ACCEPTANCE

|     | <u>Regulatory Cite</u> | Title   | Date     |
|-----|------------------------|---|----------|
| E-1 | 52.246-2               | INSPECTION OF SUPPLIESFIXED-PRICE                             | AUG/1996 |
| E-2 | 52.246-16              | RESPONSIBILITY FOR SUPPLIES                                   | APR/1984 |
|     |                        |   |          |
| E-3 | 52.246-4025            | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENTTACOM QUALITY SYSTEM | OCT/1997 |
|     | (TACOM)                | REQUIREMENT   |          |

- (a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.
- (b) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

- (c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.
- (d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-4 52.246-4028 INSPECTION POINT: ORIGIN FEB/1994 (TACOM)

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: HONEYWELL RECUPERATOR OPERATIONS

7 FRANKFORD AVE., BLDG #134 ANNISTON, AL 36201-5021 \_\_\_\_\_

SUBCONTRACTOR'S PLANT: N/A

E-5 52.246-4029 ACCEPTANCE POINT: ORIGIN OCT/2002

E-5 52.240-4029 ACCEPTANCE POINT: ORIGIN OCT/2002 (TACOM)

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

[End of Clause]

E-6 52.246-4048 DRAWINGS FOR INSPECTION NOV/1982

| CONTINUATION SHEET                       | Reference No. of Document Be | Page 20 of 37 |  |
|--|------------------------------|---------------|--|
| CONTINUATION SHEET                       | PIIN/SIIN W56HZV-04-C-0744   | MOD/AMD       |  |
| Name of Offeror or Contractor: HONEYWELL | INTERNATIONAL INC            |               |  |

(TACOM)

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC

SECTION F - DELIVERIES OR PERFORMANCE

|     | Regulatory Cite        | Title   | Date     |
|-----|------------------------|---|----------|
| F-1 | 52.242-17              | GOVERNMENT DELAY OF WORK                                | APR/1984 |
| F-2 | 52.247-29              | F.O.B. ORIGIN   | JUN/1988 |
| F-3 | 52.247-58              | LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS | APR/1984 |
| F-4 | 52.247-59              | F.O.B. ORIGINCARLOAD AND TRUCKLOAD SHIPMENTS            | APR/1984 |
| F-5 | 52.242-4022<br>(TACOM) | DELIVERY SCHEDULE                                       | MAY/2000 |

#### (a) <u>DEFINITIONS</u>:

- (1) CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.
- (2)  $\underline{\text{DAYS}}$  means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.
  - (3) DELIVERY is defined as follows:
- (i) FOB Origin Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or
- (ii) <u>FOB Destination</u> Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.
  - (b) The Government's proposed delivery schedule is:

| CLIN   | DAYS | QUANTITY           |
|--------|------|--------------------|
|        |      |                    |
| 0001AA | 270  | 100 PER MONTH      |
| 0002AA | TBD  | 100 PER MONTH      |
| 0003AA | 270  | 100 PER MONTH      |
| 0004AA | TBD  | 100 PER MONTH      |
| 0005AA | 270  | 100 PER MONTH      |
| 0006AA | TBD  | 100 PER MONTH      |
| 0007AA | 270  | MIN 2000 PER MONTH |
| AA8000 | TBD  | MIN 2000 PER MONTH |

- (c) If the successful offeror is granted a waiver of the First Article Test requirement, as contained in Section E, the proposed delivery schedule in the resulting contract shall be accelerated by N/A days, to reflect the removal of leadtime originally included in the delivery schedule to provide for manufacturing, testing, and approval of the first article.
  - (d) You can accelerate delivery: AT NO ADDITIONAL COST TO THE GOVERNMENT
- (e) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.
  - (f) <u>CONTRACTOR'S PROPOSED SCHEDULE</u>:
- (1) I WILL START DELIVERIES 150 DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, N/A DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.
- (2) I WILL DELIVER A QUANTITY OF UNITS as set forth in Schedule B EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF N/A\_UNITS EVERY 30 DAYS.

[End of Clause]

F-6 52.211-16 VARIATION IN QUANTITY

APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

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Name of Offeror or Contractor: Honeywell international inc

(iii) Item \_\_\_\_;

| (b) The   | e permiss  | ible variation shall be limited to:  |
|---|--|--|
|   |  | cent increase; and cent decrease.  |
| (c) Th  | is increa  | se or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.  |
|   |  | [End of Clause]  |
| F-7   | 52.24  | 7-60 GUARANTEED SHIPPING CHARACTERISTICS DEC/1989  |
| packaged sepa<br>furnish suffi<br>evaluation was<br>or in the abs<br>based on the<br>the contract | arately. icient da ill be ba sence the actual s price sh | is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or This information will be used to determine transportation costs for evaluation purposes. If the offeror does not take in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, sed on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs reof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, hipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that all be reduced by an amount equal to the difference between the transportation costs actually incurred, and the element incurred if the evaluated shipping characteristics had been accurate. |
| (1  | ) To be  | completed by the offeror:  |
|   | (i)  | Type of "Outer" container: Wood Box, Fiber Box, Barrel, Reel, Drum, Other (Specify)  |
|   | (ii)   | Shipping configuration: Knocked-down, Set-up, Nested, Other (specify);   |
|   | (iii)  | Size of outer container: inches (Length), x inches (Width), x inches (Height) = Cubic FT;  |
|   | (iv)   | Number of items per outer container Each;  |
|   | (v)  | Gross weight of outer container and contents LBS   |
|   | (vi)   | Palletized/skidded Yes No;   |
|   | (vii)  | Number of outer containers per pallet/skid;  |
|   | (viii)   | Weight of empty pallet bottom/skid and sides LBS;  |
|   | (ix)   | Size of pallet/skid and contents LBS Cube;   |
|   | (x)  | Number of outer containers or pallets/skids per railcar *  |
|   |  | Size of railcar  |
|   |  | Type of railcar  |
|   | (xi)   | Number of outer containers or pallets/skids per trailer *  |
|   |  | Size of trailer  |
|   |  | Type of trailer  |
| *Number of  | complete   | units (contract line item) to be shipped in carrier's equipment.   |
| (2  | ) To be  | completed by the Government after evaluation but before contract award:  |
|   | (i)  | Rate used in evaluation;   |
|   | (ii)   | Tender/Tariff;   |

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of FAR Clause]

The following information is provided as guidance in filling out the above clause by paragraph. Note: Disregard asterisk (\*) in the clause where it appears.

(a)(1)(i) Type of container (mandatory fill-in):

The type of container is defined as an overpack. This is an outer container usually made of steel, wood, or fiber designed to enclose and protect one or more less durable inner containers. When Other is selected you must also complete (a)(1)(ii) Shipping configuration.

(a)(1)(ii) Shipping configuration:

Complete this information when any one dimension of the item is reduced.

(a)(1)(iii) Size of container (mandatory fill-in):

Outer dimensions of the overpack or other described shipping configuration. Must be provided in inches. The cube shall be provided in cubic feet. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(iv) Number of items per container (mandatory fill-in):

The number of units of issue in the overpack or in the other described shipping configuration.

(a)(1)(v) Gross weight of container and contents (mandatory fill-in):

The combined mass of the overpack containing the packing material and the number of units of issue supplied in pounds.

(a)(1)(vi) Palletized/skidded:

Indicate Yes if overpack or other described shipping configuration is attached to pallet or skid to form a unit load for handling.

(a)(1)(vii) Number of containers per pallet/skid:

Only complete this if you answered Yes to (a)(1)(vi). Containers are the number of overpacks or other described shipping configurations attached to a pallet or skid base.

(a)(1)(viii) Weight of empty pallet bottom/skid and sides:

Only complete this if you answered Yes to (a)(1)(vi) or when the weight of the container and contents in (a)(1)(v) above does not include this weight.

(a)(1)(ix) Size of pallet/skid and contents:

Only complete this if you answered Yes to (a)(1)(vi). Indicate weight in pounds and cube in cubic feet of combined overpack or other described shipping configuration and attached pallet or skid. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(x) Number of containers or pallets/skids per railcar:

Only complete this if you have rail capability and the rail car may be fully utilized. Quantity of overpacks or other described shipping configurations that will fit in a fully utilized railcar. Specify length in feet and type (flat, box, gondola, etc.) of railcar.

(a)(1)(xi) Number of containers or pallets/skids per trailer (mandatory fill-in): Quantity of overpacks or other described shipping configurations that will fit in a fully utilized trailer. Specify length in feet and type (flatbed, van, etc.) of trailer. For import/export shipments in ISO/seavan containers indicate quantity of overpacks or other described shipping configurations fully utilizing the container. Specify length in feet of the ISO/seavan containers.

NOTE: Fully Utilized means filling to full visible capacity.

[End of Clause]

F-8 52.247-65 F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air

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- or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.
- (b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled <a href="Commercial">Commercial</a> <a href="Bill of Lading Notations">Bill of Lading Notations</a>.
- (c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.
- (d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.
  - (e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-9 52.242-4009 ACCELERATED DELIVERY--NOTICE OF SHIPMENT FEB/1998 (TACOM)

- (a) You must send a notice of shipment in accordance with FAR 52.242-12 REPORT OF SHIPMENT when:
  - -- You accelerate delivery, and
  - -- The accelerated delivery increment exceeds 20% of this contract's total delivery quantity.
- (b) This clause doesn't relieve you of any other obligations or requirements of FAR 52.242-12, or of this contract. See the specific delivery schedule clause in the Schedule of this contract (which may also be given elsewhere in this Section F) to determine if acceleration is acceptable and under what conditions.

[End of Clause]

F-10 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT AUG/2003 (TACOM)

- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
  - (1) Government/Commercial Bill(s) of Lading or US Postal Services;
  - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
  - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
  - (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

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|--------------------------------|-----------|---------------|-----|

| SECTION         | G - CONTRAC          | T ADM        | INISTR      | ATIO       | N DATA                  |        |            |                |         |      |                   |
|-----------------|----------------------|--------------|-------------|------------|-------------------------|--------|------------|----------------|---------|------|-------------------|
| LINE            | PRON/<br>AMS CD/     |              | OBLG        |            |                         |        |            | JOB<br>ORDER   | ACCOUNT | ·NC  | OBLIGATED         |
| ITEM            | MIPR                 | ACRN         | STAT        | ACC        | OUNTING CLASSIFICATION  |        |            | NUMBER         | STATION | .ING | AMOUNT            |
| 0001AA          | EH4Y1462EH<br>060011 | AA           | 2           | 97         | X4930AC9D 6D            | 26KB   | S20113     | HQ. III.       | W56HZV  | \$   | 947,700.00        |
| 0003AA          | ЕН4Y1472EH<br>060011 | AA           | 2           | 97         | X4930AC9D 6D            | 26KB   | S20113     |                | W56HZV  | \$   | 564,000.00        |
| 0005AA          | EH4Y1473EH<br>060011 | AA           | 2           | 97         | X4930AC9D 6D            | 26KB   | S20113     |                | W56HZV  | \$   | 105,462.00        |
| 0007AA          | ЕН4Y1474ЕН<br>060011 | AA           | 2           | 97         | X4930AC9D 6D            | 26KB   | S20113     |                | W56HZV  | \$   | 6,547,635.00      |
|                 |                      |              |             |            |                         |        |            |                | TOTAL   | \$   | 8,164,797.00      |
| SERVICE<br>NAME |                      | L BY         | <u>ACRN</u> |            | DUNTING CLASSIFICATION  |        |            | ACCOU<br>STATI | ON      |      | OBLIGATED  AMOUNT |
| Army            |                      | AA           |             | 97         | X4930AC9D 6D            | 26KB   | S20113     | W56HZ          | V       | \$_  | 8,164,797.00      |
|                 |                      |              |             |            |                         |        |            |                | TOTAL   | \$   | 8,164,797.00      |
|                 | Reg                  | <u>ulato</u> | ry Cit      | <u>e</u> _ |                         |        | Title      |                |         |      | Date              |
| G-1             | 252                  | .232-        | 7003        | E          | LECTRONIC SUBMISSION OF | PAYMEN | T REQUESTS |                |         |      | JAN/2004          |

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

|      | Regulatory Cite        | Title   | Date     |
|------|------------------------|---|----------|
| H-1  | 252.203-7002           | DISPLAY OF DOD HOTLINE POSTER   | DEC/1991 |
| H-2  | 252.205-7000           | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS             | DEC/1991 |
| H-3  | 252.223-7006           | PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS  | APR/1993 |
| H-4  | 252.225-7001           | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM                      | APR/2003 |
| H-5  | 252.225-7002           | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS                          | APR/2003 |
| H-6  | 252.225-7004           | REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES           | APR/2003 |
| H-7  | 252.225-7013           | DUTY-FREE ENTRY   | JAN/2004 |
| H-8  | 252.226-7001           | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC            | OCT/2003 |
|      |                        | ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS              |          |
| H-9  | 252.231-7000           | SUPPLEMENTAL COST PRINCIPLES  | DEC/1991 |
| H-10 | 252.246-7000           | MATERIAL INSPECTION AND RECEIVING REPORT                              | MAR/2003 |
| H-11 | 52.217-4001<br>(TACOM) | OPTION FOR INCREASED QUANTITIES SEPARATELY PRICED MULTIPLE LINE ITEMS | MAR/2000 |

- (a) The Government hereby reserves the right to:
- (1) increase the quantity of contract line item number (CLIN) 0001AA by an additional number of up to 972 units. The unit price(s) for such option quantity shall be as set forth in CLIN 0002AA. The Government may exercise this option at any time, but in any event not later than 240 days after AWARD.
- (2) increase the quantity of contract line item number (CLIN) 0003AA by an additional number of units, up to a total of 940. The unit price(s) for such option quantity shall be as set forth in CLIN 0004AA. The Government may exercise this option at any time, but in any event not later than 240 days after AWARD.
- (3) increase the quantity of contract line item number (CLIN) 0005AA by an additional number of up to 945 units. The unit price(s) for such option quantity shall be as set forth in CLIN 0006AA. The Government may exercise this option at any time, but in any event not later than 240 days after AWARD.
- (4) increase the quantity of contract line item number (CLIN) 0007AA by an additional number of units, up to a total of 269,450. The unit price(s) for such option quantity shall be as set forth in CLIN 0008AA. The Government may exercise this option at any time, but in any event not later than 240 days after AWARD.
- to the stated total additional quantity limitations, price(s), and the above-stated times for exercise of the options.

(b) The options described in paragraphs (a)(1) through (a)(4) above may be exercised in increments, together or severally, subject

(c) Delivery of the items added by the exercise of these options shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

[End of Clause]

H-12 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY

NOV/1995

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.
  - (b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

|              | National      | Commercial |         |                  |          |        |
|--------------|---------------|------------|---------|------------------|----------|--------|
| Line         | Stock         | Item       |         | Source of Supply |          | Actual |
| <u>Items</u> | <u>Number</u> | (Y or N)   | Company | Address          | Part No. | _Mfg?_ |
| (1)          | (2)           | (3)        | (4)     | (4)              | (5)      | (6)    |

- (1) List each item of supply and item of technical data.
- (2) If there is no national stock number, list "none."
- (3) Use  $\underline{Y}$  if the item is a commercial item; otherwise use  $\underline{N}$ . If  $\underline{Y}$  is listed, the Offeror need not complete the

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC

remaining columns in the table.

- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use  $\underline{Y}$  if the source or supply is the actual manufacturer;  $\underline{N}$  if it is not; and  $\underline{U}$  if unknown.

[End of Clause]

H-13 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES

APR / 2003

- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
  - (1) The offer exceeds \$10 million in value; and
  - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
    - (i) Exceeds \$500,000 in value; and
    - (ii) Could be performed inside the United States or Canada.
  - (b) Information to be reported includes that for-
    - (1) Subcontracts;
    - (2) Purchases; and
    - (3) Intracompany transfers when transfers originate in a foreign location.
  - (c) The offeror shall submit the report using-
    - (1) DD Form 2139, Report of Contract Performance Outside the United States; or
    - (2) A computer-generated report that contains all information required by DD Form 2139.
  - (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

(End of provision)

H-14 52.204-4005

REQUIRED USE OF ELECTRONIC CONTRACTING

JUN/2004

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/ . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards\_official.htm Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm

Red River Army Depot: http://www.redriver.army.mil/contracting/Awards

Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC

- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
  - (1) Microsoft\* 2002 Office Products (TACOM can currently read Office 2002\* and lower.): Word, Excel, Powerpoint, or Access
  - (2) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM
  - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-15 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 JAN/2002 (TACOM)

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
  - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
  - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/

|              | Regulatory Cite      | Title  | Date                 |
|--------------|----------------------|--|----------------------|
| I-1          | 52.202-1             | DEFINITIONS  | JUL/2004             |
| I-2          | 52.203-3             | GRATUITIES   | APR/1984             |
| I-3          | 52.203-5             | COVENANT AGAINST CONTINGENT FEES   | APR/1984             |
| I-4          | 52.203-6             | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  | JUL/1995             |
| I-5          | 52.203-7             | ANTI-KICKBACK PROCEDURES   | JUL/1995             |
| I-6          | 52.203-8             | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997             |
| I-7          | 52.203-10            | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997             |
| I-8          | 52.203-12            | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   | JUN/2003             |
| I-9          | 52.204-4             | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER  | AUG/2000             |
| I-10         | 52.209-6             | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL/1995             |
| I-11         | 52.211-5             | MATERIAL REQUIREMENTS  | AUG/2000             |
| I-12         | 52.215-10            | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA   | OCT/1997             |
| I-13         | 52.215-12            | SUBCONTRACTOR COST OR PRICING DATA   | OCT/1997             |
| I-14         | 52.215-14            | INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))   | OCT/1997             |
| I-15         | 52.215-15            | PENSION ADJUSTMENTS AND ASSET REVERSIONS   | JAN/2004             |
| I-16         | 52.215-18            | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS                                   | OCT/1997             |
| I-17         | 52.215-19            | NOTIFICATION OF OWNERSHIP CHANGES  | OCT/1997             |
| I-18         | 52.219-8             | UTILIZATION OF SMALL BUSINESS CONCERNS   | MAY/2004             |
| I-19         | 52.219-9             | SMALL BUSINESS SUBCONTRACTING PLAN   | JAN/2002             |
| I-20         | 52.219-16            | LIQUIDATED DAMAGES - SUBCONTRACTING PLAN   | JAN/1999             |
| I-21         | 52.222-1             | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES   | FEB/1997             |
| I-22         | 52.222-19            | CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES   | JUN/2004             |
| I-23         | 52.222-20            | WALSH-HEALEY PUBLIC CONTRACTS ACT  | DEC/1996             |
| I-24         | 52.222-21            | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999             |
| I-25         | 52.222-26            | EQUAL OPPORTUNITY  | APR/2002             |
| I-26         | 52.222-35            | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA   | DEC/2001             |
| I-27         | 52.222-36            | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   | JUN/1998             |
| I-28         | 52.222-37            | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS                | DEC/2001             |
| I-29         | 52.223-5             | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION   | AUG/2003             |
| I-30         | 52.223-6             | DRUG FREE WORKPLACE  | MAY/2001             |
| I-31         | 52.225-13            | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | JAN/2004             |
| I-32         | 52.227-1             | AUTHORIZATION AND CONSENT  | JUL/1995             |
| I-33         | 52.227-2             | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  | AUG/1996             |
| I-34         | 52.229-4             | FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)  | APR/2003             |
| I-35         | 52.230-2             | COST ACCOUNTING STANDARDS  | APR/1998             |
| I-36         | 52.232-1             | PAYMENTS   | APR/1984             |
| I-37         | 52.232-8             | DISCOUNTS FOR PROMPT PAYMENT   | FEB/2002             |
| I-38         | 52.232-11            | EXTRAS   | APR/1984             |
| I-39         | 52.232-17            | INTEREST   | JUN/1996             |
| I-40         | 52.232-23            | ASSIGNMENT OF CLAIMS   | JAN/1986             |
| I-41         | 52.232-25            | PROMPT PAYMENT   | OCT/2003             |
| I-42         | 52.232-23            | PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION  | OCT/2003             |
| I-42<br>I-43 |                      | DISPUTES (ALTERNATE I, dated Dec 1991)   |                      |
| I-43<br>I-44 | 52.233-1<br>52.233-3 | PROTEST AFTER AWARD  | JUL/2002<br>AUG/1996 |
| I-44<br>I-45 |                      |  |                      |
|              | 52.242-10            | F.O.B. ORIGINGOVERNMENT BILLS OF LADING OR PREPAID POSTAGE   | APR/1984             |
| I-46         | 52.242-12            | REPORT OF SHIPMENT (REPSHIP)   | JUN/2003             |
| I-47         | 52.242-13            | BANKRUPTCY   | JUL/1995             |
| I-48         | 52.243-1             | CHANGESFIXED-PRICE   | AUG/1987             |
| I-49         | 52.243-7             | NOTIFICATION OF CHANGES  | APR/1984             |
| I-50         | 52.244-5             | COMPETITION IN SUBCONTRACTING  | DEC/1996             |

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|      | Regulatory Cite | Title   | Date     |
|------|-----------------|---|----------|
| I-51 | 52.246-23       | LIMITATION OF LIABILITY   | FEB/1997 |
| I-52 | 52.247-1        | COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in         | APR/1984 |
|      |                 | paragraph (a) of the clause applies in this contract. The agency      |          |
|      |                 | name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & |          |
|      |                 | ARMAMENTS COMMAND   |          |
| I-53 | 52.248-1        | VALUE ENGINEERING   | FEB/2000 |
| I-54 | 52.249-2        | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)           | MAY/2004 |
| I-55 | 52.249-8        | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)                              | APR/1984 |
| I-56 | 52.253-1        | COMPUTER GENERATED FORMS  | JAN/1991 |
| I-57 | 252.203-7001    | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-  | MAR/1999 |
|      |                 | RELATED FELONIES  |          |
| I-58 | 252.204-7003    | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT                          | APR/1992 |
| I-59 | 252.209-7000    | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER   | NOV/1995 |
|      |                 | THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY                    |          |
| I-60 | 252.209-7004    | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE         | MAR/1998 |
|      |                 | GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal       |          |
|      |                 | Register 27 Mar 98  |          |
| I-61 | 252.211-7005    | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS    | FEB/2003 |
| I-62 | 252.215-7002    | COST ESTIMATING SYSTEM REQUIREMENTS                                   | OCT/1998 |
| I-63 | 252.219-7003    | SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS             | APR/1996 |
|      |                 | SUBCONTRACTING PLAN (DOD CONTRACTS)                                   |          |
| I-64 | 252.225-7012    | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES                           | JUN/2004 |
| I-65 | 252.225-7014    | PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)                      | APR/2003 |
| I-66 | 252.225-7016    | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS                | MAY/2004 |
| I-67 | 252.225-7025    | RESTRICTION ON ACQUISITION OF FORGINGS                                | APR/2003 |
| I-68 | 252.225-7031    | SECONDARY ARAB BOYCOTT OF ISRAEL                                      | APR/2003 |
| I-69 | 252.226-7001    | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC         | SEP/2001 |
|      |                 | ENTERPRISES   |          |
| I-70 | 252.242-7003    | APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS   | DEC/1991 |
| I-71 | 252.243-7001    | PRICING OF CONTRACT MODIFICATIONS                                     | DEC/1991 |
| I-72 | 252.243-7002    | REQUESTS FOR EQUITABLE ADJUSTMENT                                     | MAR/1998 |
| I-73 | 252.244-7000    | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD      | MAR/2000 |
|      |                 | CONTRACTS)  |          |
| I-74 | 52.215-21       | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST  | OCT/1997 |
|      |                 | OR PRICING DATAMODIFICATIONS ```(ALTERNATE III (OCT 1997))            |          |

#### (a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

#### (A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item,
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the accquisition of an item other than a

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commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
  - (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
- (c) Submit the cost portion of the proposal via the following electronic media: Electronic spreadsheet files compatible with MS-DOS/Windows versions Excel 5.0 or earlier, with \*.xls, \*.wbl, or \*.wk3 the preferred formats.

[End of Clause]

I-75 52.216-23 EXECUTION AND COMMENCEMENT OF WORK

APR/1984

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than seven (7) days after receipt. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

[End of Clause]

I-76 52.216-24 LIMITATION OF GOVERNMENT LIABILITY

APR/1984

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$8,164,797.00 dollars.
  - (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$8,164,797.00 dollars. (End of clause)

I-77 252.217-7027 CONTRACT DEFINITIZATION

OCT/1998

(a) A FIRM FIXED PRICE CONTRACT is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract

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action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a FIXED PRICE proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization: 180 DAYS AFTER SUBMISSION OF THE FIXED PRICE PROPOSAL

Submission of Proposal: 60 DAYS AFTER THE LETTER CONTRACT AWARD

Beginning of Negotiations: 60 DAYS AFTER SUBMISSION OF THE FIXED PRICE PROPOSAL

Submission of Make-or-Buy: WITH FIXED PRICE PROPOSAL

Submission of Subcontracting Plan: WITH FIXED PRICE PROPOSAL

Submission of Cost and Pricing Data: WITH FIXED PRICE PROPOSAL

- (c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.
  - (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-
- (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
  - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
  - (iii) Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.
- (d) The definitive contract resulting from this undefinitized contract action will include a negotiated FIRM FIXED PRICE in no event to exceed THE "NOT TO EXCEED AMOUNTS FOR EACH PRODUCTION ITEM OR OPTION ITEM AS SET FORTH IN SECTION B OF THIS CONTRACT. [End of Clause]
  - CENTRAL CONTRACTOR REGISTRATION

OCT / 2003

- (a) Definitions. As used in this clause--
- "Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.
- "Commercial and Government Entity (CAGE) code" means-
  - (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
  - (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."
- "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern. "Registered in the CCR database" means that-
  - (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
  - (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or

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DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
  - (1) An offeror may obtain a DUNS number
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com/; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
    - (2) The offeror should be prepared to provide the following information:
      - (i) Company legal business name.
      - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
      - (iii) Company physical street address, city, state and Zip Code.
      - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
      - (v) Company telephone number.
      - (vi) Date the company was started.
      - (vii) Number of employees at your location.
      - (viii) Chief executive officer/key manager.
      - (ix) Line of business (industry).
      - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

- (i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention
  - (A) Change the name in the CCR database;
  - (B) Comply with the requirements of Subpart 42.12 of the FAR;
  - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
  - (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.
- (g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov/ or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

I-79 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(a) Hazardous material , as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract). (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

| Mat | cerial |        | Identification | No. |
|-----|--------|--------|----------------|-----|
| (If | none,  | insert | None)          |     |

| CONTINUATION CHEET                      | Reference No. of Document Be | Reference No. of Document Being Continued |   |  |  |
|---|------------------------------|---|---|--|--|
| CONTINUATION SHEET                      | PIIN/SIIN W56HZV-04-C-0744   | MOD/AMD                                   |   |  |  |
| ame of Offeror or Contractor: HONEYWELL | INTERNATIONAL INC            |   | • |  |  |
|   |                              |   |   |  |  |
|   |                              |   |   |  |  |
|   |                              |   |   |  |  |
|   |                              |   |   |  |  |

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Conractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardousmaterial.
  - (h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows;
    - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-
- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
  - (ii) Obtain medical treatment for those affected by the material; and
  - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
  - (3) The Government is not precluded from using similar or identical data acquired from other sources. (End of clause)

I-80 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Evironnmental Protection Agency designates in 40 CFR part 82 as--
  - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
  - (2) Class II, including but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-81 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS JUL/2004

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(1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

- (2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c

- (1) The contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for contruction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-82 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

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- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-83 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFOs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
  - (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and

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technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause] I-84 52.247-4010 TRANSPORTATION DATA FOR FOB ORIGIN OFFERS FEB/1994 (a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs. Offeror represents that: (1) Facilities for shipping by rail [ ] are [ ] are not available at the F.O.B. point(s) stated in this solicitation. (2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is: (NAME) (LOCATION) (3) Facilities for shipping by water [ ] are [ ] are not available at the F.O.B. point(s) stated in this solicitation. (4) Facilities for shipping by motor [ ] are [ ] are not available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

> /Unit RAIL: /Unit MOTOR: WATER:

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

- (b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.
- (c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.
- (d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]

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|------------|--------------------|---|---------------|
|            | CONTINUATION SHEET | PIIN/SIIN W56HZV-04-C-0744 MOD/AMD        |               |
| <b>.</b> . | 0.000              |   |               |

Name of Offeror or Contractor: Honeywell international inc

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Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

| (1) Contractor's Plant:      | Anniston | Alabama | 36201-5021 |          |  |
|------------------------------|----------|---------|------------|----------|--|
|                              | (City)   | (State) | (ZIP)      | (County) |  |
| (2) Subcontractor's Plant: _ | N/A      |         |            |          |  |
|                              | (City)   | (State) | (ZIP)      | (County) |  |
|                              |          |         |            |          |  |

[End of Provision]

#### I.A MATERIAL REQUIREMENTS

Reference Clause I-11, 52.211-5, Material Requirements. It is understood by the Parties that previously unused components subjected to normal and required acceptance testing, whether conducted at the contractor's facility, or Anniston Army Depot or Industriewerke SARR GmbH (Diehl) as repair centers for the Army, are within the definition of new components as sethforth in the first paragraph of section (a) Definitions of clause 52.211-5 Material Requirements (August 2000)

\*\*\* END OF NARRATIVE I 001 \*\*\*